

RESOLUTION NO. 01-120

RESOLUTION CONFIRMING THE DESIGNATION OF THE ATTORNEY FOR THE  
LEGISLATURE AND SPECIAL DISTRICTS (Keyser)

BY: Gedatus

SECONDED BY: Woodard

WHEREAS, the County Executive, Thomas J. Santulli, by letter dated April 11, 2001 has filed with the Clerk of the Legislature the appointment of Richard Keyser to the position of Attorney for the Legislature and Special Districts; and

WHEREAS, in his capacity as Attorney for the Legislature, Mr. Keyser shall report to the Chairman of the Legislature; now, therefore, be it

RESOLVED, that the Chemung County Legislature does hereby confirm the appointment by the County Executive of Richard Keyser to the position of Attorney for the Legislature and Special Districts; and, be it further

RESOLVED, that the Attorney for the Legislature and Special Districts shall receive an annual salary of \$35,000.

**RESOLUTION NO. 01-120**

**BACKGROUND INFORMATION**

**Requested by: County Executive**

**Purpose: To confirm appointment of Richard Keyser as Attorney for the Legislature and Special Districts**

**Authority: Article XVI of the Chemung County Charter**

**Approved by: Personnel Committee, April 23,, 2001**

**Prior Resolution: Resolution No. 01-80 "Resolution Confirming Designation of the Chemung County Attorney (O'Mara)"**

**STATE OF NEW YORK  
COUNTY OF CHEMUNG SS:**

**This is to certify that I, the undersigned Clerk of the Legislature of the County of Chemung, have compared the foregoing copy of resolution with the original resolution now on file in the office, and which was passed by the Legislature of Chemung County on the 14th day of May, 2001 a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.**

**IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Legislature this 16th day of May, 2001.**

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**Clerk of the Chemung County Legislature**

## LEGAL SERVICES AGREEMENT

**IDENTIFICATION OF PARTIES.** This agreement, executed in duplicate with each party receiving an executed original, is made between Bryan J. Maggs, Esq. ("Lawyer") and the Chemung County Property Development Corporation (a/k/a Chemung County Land Bank) ("Client").

**LEGAL SERVICES TO BE PROVIDED.** The Lawyer will provide general legal advice and legal services to the Client, as needed.

**RESPONSIBILITIES OF LAWYER AND CLIENT.** Lawyer will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Lawyer; keep Lawyer reasonably informed of developments and of Client's address, telephone numbers and whereabouts; and timely make any payments required by this agreement.

**ATTORNEY'S FEES.** Client will pay Lawyer for attorney's fees for the legal services provided under this agreement at the rate of \$1,500 per month.


**COSTS.** Client will pay all "costs" in connection with matters that Lawyer works on for Client under this agreement. Costs will be billed directly to the Client. Costs include, but are not limited to, municipal filing and search fees, property survey fees, title fees, expert fees and expenses, investigation costs, messenger service fees, postage, process server fees, and the like.

**PAYMENTS and STATUS.** Client will pay Lawyer on the first day of each quarter for the legal services rendered in the immediate preceding quarter. The status of Lawyer will be that of independent contractor, and the Client will issue a 1099 by the last day of January, for all legal fees paid in the prior calendar year.

**EFFECTIVE DATE OF AGREEMENT.** This agreement is effective as of the 1<sup>st</sup> day of May, 2018. Either party may terminate this agreement at any time.

**AUTHORITY AND ASSENT:** Both parties have authority to sign this agreement and be bound thereby, and agree to the terms hereof by and through their signatures below:

  
\_\_\_\_\_  
Chemung County Property  
Development Corporation  
Date

  
\_\_\_\_\_  
Bryan Maggs  
Date 8-17-2018